

**Amendment Number 1  
to  
Contract Number DIR-SDD-1364  
between  
State of Texas, acting by and through the Department of Information Resources  
and  
Hewlett-Packard Company**

This Amendment Number 1 to Contract Number DIR-SDD-1364 ("Contract") is between the Department of Information Resources ("DIR") and Hewlett-Packard Company ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 4. Pricing, C. Pricing 3)** is hereby restated in its entirety as follows:

During the Contract term, if pricing for products, specific product configurations, or services available under this Contract are provided by Contractor at a lower price to: (i) an eligible Texas Customer who is not purchasing these products, specific product configurations, or services under this Contract; or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Texas Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement only applies to products, specific product configurations, or services quoted by Contractor as a quantity of one (1) and not bulk or volume special pricing (Big Deal) purchases. To the extent that either party identifies and confirms that better pricing is offered by Contractor in accordance with this section, both parties will utilize best efforts to amend this Contract within ten (10) business days to reflect the lower price. Any Contract price changes pursuant to this section shall be prospective and not retroactive.

2. **Contract, Section 7. Software License and Software License Agreement, A. Software License Agreement 1)** is hereby restated in its entirety as follows:

- 1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix D of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D. Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

3. **Contract, Section 8. Intellectual Property Matters, D. Waiver of Moral Rights** is hereby restated in its entirety as follows:

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in any portion of Work Product that contains "Custom" content which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. However, Vendor does not waive any Moral Rights or rights in the Work Product for any Software or templates that Vendor may deliver as part of the Services. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4. **Contract, Section 8. Intellectual Property Matters, I. Third-Party Underlying and Derivative Works**, is hereby restated in its entirety as follows:

To the extent that any Third Party IP is embodied or reflected in the Work Product, or is necessary to provide the Services, it will be addressed in a Statement of Work or other Transaction Document. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

5. **Contract, Section 9. Authorized Exceptions to Contract for Deliverables-Based information Technology** is hereby renamed in its entirety as follows:

**Authorized Exceptions to Contract for Products and Related Services.**

6. **Contract, Section 10, Authorized Exceptions to Appendix A, Deliverables-Based Technology Service Standard Terms and Conditions** is hereby renamed as follows:

**Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

7. **Contract, Section 10, Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts, A, Section 3. Definitions, L**, is hereby restated in its entirety as follows:

**L. Technical Service** means integration, or other technical services performed by HP under a Statement of Work or other Transaction Document.

8. **Contract, Section 10, Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts, A, Section 3. Definitions, M**, is hereby restated in its entirety as follows:

**M. Service** means Support and Technical Services.

9. **Contract, Section 11, Master Lease Agreement**, is hereby added as follows:

**10. Master Lease Agreement**

The parties to this Contract agree to the terms and conditions of the Master Lease Agreement, set forth in Appendix E of this Contract that allows leasing of products in addition to purchase sales. DIR and Vendor hereby acknowledge the assignment of leasing to Hewlett-Packard Financial Services Company, or other Order Fulfiller as agreed upon between DIR and Vendor, to act as the Lessor on behalf of the Vendor. Customer may negotiate more favorable terms and conditions directly with the Lessor and the agreed upon terms and conditions shall be set forth within the leasing documentation or Customer Purchase Order.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of May 14, 2010.

**Hewlett-Packard Company**

By: signature on file

Name: Judith M. Alexander, Esq.

Title: Public Section Contracts

Date: 05-14-2010

**The State of Texas, acting by and through the Department of Information Resources**

By: signature on file

Name: Cindy Reed

Title: Deputy Executive Director, Operations & Statewide Technology Sourcing

Date: 05-14-2010

Legal: ck 05-14-2010